

SUBJECT: MOA-W6CLAA-16208-358

**MEMORANDUM OF AGREEMENT
BETWEEN
1st ARMORED DIVISION AND FORT BLISS
AND
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
FOR
U.S. Army Support to DHHS for Temporary Living Facilities for Unaccompanied Children
(UC)} #MOA-W6CLAA-16208-358**

This is a Memorandum of Agreement (MOA) between the FORT BLISS and DHHS. When referred to collectively, these are referred to as the "Parties".

1. AUTHORITIES/REFERENCES:

- 1.1. DOD Directive 3025.18, 29 Dec 2010
- 1.2. DOD Directive 5111.13, 16 Jan 2009
- 1.3. Economy Act, 31 USC 1535-36.
- 1.4. DODI 4000.19, Support Agreements, 25 April 2013
- 1.5. HQDA EXORD 173-14, 5 June 2014 , Subject: HQDA EXORD 173-14 Army
- 1.6. Support to DHHS to Provide Temporary Living Facilities for Unaccompanied Children (UC)
- 1.7. POTUS MEMO Response to the Influx of Unaccompanied Alien Children Across the Southwest Border, 02 Jan 2014
- 1.8. U.S. Department of Health & Human Services, Administration for Children and Families, Office of Refugee Resettlement,.
<http://www.acf.hhs.gov/orr/resource/the-refugee-act>
- 1.9. Unified Facilities Criteria (UFC) 4-010-01, 01 Oct 2013
- 1.10. 10 U.S. Code 2692, Storage, treatment, and disposal of nondefense toxic and hazardous materials
- 1.11 6 U.S.C. 279
- 1.12 8 U.S.C. 1232

2. PURPOSE: To set forth the terms and conditions under which Fort Bliss will provide use of DoD facilities beginning no later than 01 September 2016 and ending on 31 December 2016 to assist DHHS with the provision of emergency shelter for up to 1800 UC beds and support for those beds. In addition the ability to expand bed capacity by up to 1440 beds in semi-permanent (soft-sided) structures in the expansion area identified by the Parties. This agreement outlines the general responsibilities and support requirement to facilitate the reception of the DHHS UC population at Fort Bliss.

3. RESPONSIBILITIES OF THE PARTIES:

3.1. FORT BLISS SHALL:

3.1.1. 1AD Commander grants DHHS permission to use Dona Ana Base Camp for the time period specified on EXORD. Occupation and use of these facilities by UC will be contingent on the execution of the appropriate real estate permit as required by references in Section 1. Ensure a permit between DOD and DHHS is prepared by Army Corps of Engineers in coordination with the Fort Bliss Directorate of Public Works, Real Estate Section. 1AD Commander further grants DHHS staff and contract personnel permission to access Dona Ana Base Camp prior to the execution of the permit by Army Corps of Engineers, to conduct maintenance, repair and any other activities required to prepare the facilities for occupation by DHHS staff and UC.

3.1.1.1. Provide a facility or facilities with restrooms and dining facility areas for support of this temporary emergency mission. Fort Bliss will maintain liaison, to include designating a lead to provide daily updates of situational awareness. Fort Bliss and DHHS liaisons will have full access within the facilities at all times and without advance notice.

3.1.1.2. Provide utilities for facilities on a reimbursable basis. Utilities and services furnished to the DHHS will be reimbursed to the service provider IAW (para 6) pursuant to applicable statutes and regulations governing reimbursement.

3.1.1.3. Perform any item of long-term maintenance, or any additions to, or alterations of, the premises that DHHS shall consider necessary or desirable in connection with its use and occupancy only with the prior approval and consent of the Fort Bliss DPW at the sole cost and expense of DHHS

3.1.1.4. Assist DHHS with any additional construction plans for semi-permanent structures within the prescribed DHHS footprint. Ensure DHHS is in compliance with all DoD and Fort Bliss established processes and procedures related to facility, infrastructure, and utility access modification.

3.1.1.5. Ensure DHHS understands the use, operation, and occupation of Dona Ana Base Camp facilities are subject to the general supervision and control of the Installation Commander, or his/her representative.

3.1.1.6. Ensure DHHS understands Dona Ana Base Camp and Fort Bliss are governed by regulations and orders that have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to DHHS, its officers, employees, contractors of any tier, agents, and invitees are subject to those regulations and orders.

3.2.1. Installation Senior Commander retains final authority on decision for use of installation facilities balancing DHHS requirements against impacts to the mission.

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3.2.2. Through the Fort Bliss DES maintain responsibility of all law enforcement and Fire & Emergency Services incidents which occur within Dona Ana and Fort Bliss to include the established perimeter of the DHHS operation compound. DHHS personnel will dial 911 for emergencies and dial (915) 744-2115/2116/2117 for the Fort Bliss DES Dispatch for Non-Emergency Police Assistance.

3.2.3. Provide, on a reimbursable basis with DHHS, Fire & Emergency Services functions to include:

3.2.3.1. Emergency Response for Structure Fire and Medical Emergencies.

3.2.3.2. Emergency Response Services for Hazardous Materials

3.2.3.3. Once mitigation of HAZMAT/CBRNE incident is stabilized, DHHS is responsible for technical clean-up and disposal of site, contact DPW Mr. Stan Green at (915) 568-7041.

3.2.3.4. Conduct Rescue Operations to effect life saving measures.

3.3. FIRE AND EMERGENCY SERVICES: Provide Fire Prevention Services to include:

3.3.1. Conducting scheduled/periodic fire evacuation drills.

3.3.2. Provide fire & life safety comments/recommendations prior to expanding current layout.

3.3.3. Conduct inspections for all facilities to ensure life safety standards/codes are being met.

3.3.4. All facility fire extinguishers shall be provided by occupant and maintained to Fort Bliss standards per Fort Bliss Regulation 385-10.

4.1. **DHHS SHALL:**

4.1.1. Perform full operational control of the mission to include responsibility for standing up an Incident Command Post.

4.1.2. Provide a DHHS Representative to sign a DA Form 2099-R, Sustainability & Energy Division, Contract for Sale of Utilities Services at DPW, Utility Reimbursement. Request an appointment via email to Ms. Luisa Lopez, email: luisa.l.lopez.civ@mail.mil.

4.1.2.1. DHHS will be required to install electric and water meters to each facility being occupied, in the interim, DPW will estimate costs based on square footage, pending meter installation.

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4.1.3. DHHS shall protect, maintain, and keep the premises in good order and repair. This obligation includes responsibility for all costs incurred for routine maintenance and repair that DHHS shall consider necessary or desirable in connection with its occupancy. DHHS shall maintain a licensed, insured and certified maintenance/repair contractor. All maintenance/repair must comply with DoD Unified Facilities Criteria (UFC) (Ref 1.1).

4.1.4. In the event of damage, including damage by contamination, to any Fort Bliss property by DHHS, its officers, agents, servants, employees, or invitees, DHHS, at the election of the Fort Bliss, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Fort Bliss leadership. DHHS, at its own expense, shall comply with all local, state, and Federal environmental Laws and regulations. In the event that DHHS will process, dispose, generate, or handle any contaminants, DHHS shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

4.1.5. Upon termination, expiration or revocation of this agreement, and to the extent directed by the DPW, DHHS shall remove all alterations; additions, betterments, and improvements made, or installed, and restore the facility to the same or as good condition as existed on the date of entry under this agreement, reasonable wear and tear excepted. DHHS agrees to commence making such restoration to the pre-occupancy condition at the sole expense of DHHS within 72 hours of termination of this agreement, and thereafter diligently pursue each restoration activities through to completion.

4.1.6. Assume full responsibility for all logistical and operational support of the UC mission to include food, clothing, medical, security, custodial and grounds maintenance.

4.1.7. Be responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while at Dona Ana Base Camp and acting under this agreement. Any liability of the Department of Army resulting from the actions of the employees, agents, contractors of any tier and invitees of DHHS when acting under this agreement shall be the sole responsibility of DHHS. DHHS is also solely responsible for the costs of complying with these regulations and orders, including, if necessary, background investigations of its employees, contractors of all tiers, guests, invitees required to obtain necessary security clearance.

4.1.8. Provide at least a 1 to 8 chaperone ratio (staff to child) during the day, and 1 to 12 chaperone at night, in permanent structures for the duration the UC are on Fort Bliss.

4.1.9. Be responsible for solid waste/refuse disposal.

4.1.10. Be responsible to pay for external storage and movement of any excess furniture or equipment located within Fort Bliss and Dona Ana facilities not required by DHHS.

4.1.11. Be responsible for Entomology Services for insect, rodent and vegetation control, and contact Fort Bliss Botanist and Pest Management for coordination and guidance, (915) 568-6977.

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4.1.12. Provide their own custodial services.

4.1.13. Attend to and assume liability for all routine medical needs for all UC and its personnel.

4.1.13.1. ICW ARNORTH and IMCOM will ensure DHHS provides UC with all medical screening and vaccination to ensure force health protection at Fort Bliss and Dona Ana Base Camp prior to use. Document and capture DoD provided support for reimbursable medical costs associated with this action.

4.1.13.2. Provide or contract for all services to meet all public health requirement. DHHS will accomplish all communicable disease reporting through agency channels with secondary notification to IAD and Fort Bliss Public Health Officer.

4.1.13.3. Assume all responsibility for staff or UC patients when placed in local community hospitals. DHHS with Fort Bliss assistance will coordinate any anticipated/needed care requirements with WBAMC and any other local hospitals. Medevacs requests will be coordinated thru/with WBAMC.

4.1.13.4. Provide 24 hour medical support capabilities. Medical staff will be under the direction of the designated DHHS Chief Medical Officer. DHHS may station an EMS unit at the site as required if determined necessary by DHHS.

4.1.14. Accept sole and complete responsibility for the patient care or transfer of DHHS officers, agents, servants, employees, contractors or invitees .

4.1.15. DHHS is responsible for all operational supporting, including the construction of a security fence around the facilities a minimum of 6 feet high with appropriate screening, to be completed prior to the placement of UC, whichever event occurs first, lighting for security purposes, law enforcement capability, child care supervision, meals, clothing and transportation.

4.1.16. Reimburse for all support and services provided by FORT BLISS, USAG/IMCOM, and any other Department of Defense entity, agency, or subordinate department, in accordance with the provisions of Economy Act (31 U.S.C. 1535).

4.1.17. Comply with all provisions of Department of the Army Permit.

4.1.18. Provide the Garrison Directorate of Emergency Services (DES) a roster of all DHHS employees and contractors prior to arrival for proper vetting. All future employee rosters must be received by the DES Police Administrative Office 48 hours prior to finalizing employment.

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4.1.19. Notify Fort Bliss DES in the event of a missing or fleeing Unaccompanied Child UC. Fort Bliss will then coordinate all actions and other agencies.

4.1.20. Ensure all DHHS contractor employees fully comply with all background checks required by the Crime Control Act of 1990, as amended (the "ACT"). DHHS agrees that it retains full legal responsibility for complying with the background check provisions of the ACT, that it will comply and that it retains all liability for doing so. DHHS understands that use of the facilities are permitted with the understanding that all persons with access to children on that facility will be properly cleared according to the procedures set forth in the ACT.

4.1.21. Participate in meetings and **share information as required by the Installation Commander.**

4.1.22. Ensure a designated representative is available throughout this mission and for as long as this MOA is in effect. **The DHHS representative will be prepared to update Fort Bliss on the status of all events, incidents and occurrences related to the facility or this MOA,** to include any/all current public affairs efforts.

4.1.23. HHS/ACF will provide a Liaison Officer (LNO). **The LNO must** be prepared to synchronize, assist in the collaboration of planning changes, execution of assigned tasks, and **perform as a critical information conduit.** The LNO's duties include, but are not limited to: attending scheduled and unscheduled briefings; providing a daily HHS/ACF/ORR Situation Report to the Fort Bliss commander or Chief of Staff; **resolve issues within Fort Bliss Command** or Staff before involving the sending unit; **follow the Fort Bliss FBOC communication procedures (WebEOC and AtHOC);** facilitate understanding of DHHS's objectives and intent; **remain informed of the DHHS current situation and provide that information to the Fort Bliss Commander and staff;** expeditiously inform DHHS of changes to Fort Bliss's upcoming missions, tasks, and orders affecting the facility

4.1.24 Network Enterprise Center (NEC): Site Survey of Dona Ana Base Camp has been completed by NEC. Contact NEC directly at 915-568-1265/2690, DSN 978-1265/2690 for specifics on all communication required. DHHS representative will enter into a separate agreement with the NEC relating to communications equipment and technology used on the Dona Ana site as applicable.

4.1.25. NORTHCOM Public Affairs Office (PAO) and Fort Bliss PAO posture in respond to query. DHHS will be the primary agency for the UC mission. USNORTHCOM PAO will be the lead for DOD PAO activities in close coordination at all times with the primary agency.

4.1.25.1 All media queries and statements should be coordinated with the primary agency (DHHS), OSD PA and USNORTHCOM PAO. Fort Bliss will funnel all information requests to DHHS and USNORTHCOM A, but is not responsible for creating statements. Fort Bliss will release statement produced by these agencies.

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4.1.25.2. ARNORTH Public Affairs provide periodic update OCPA on installation and numbers of UC. DHHS PAO will notify OCPA immediately of any issues that arise that may gain national level or Tier 1 media attention.

4.1.25.3 A DHHS Public Information Officer will be located on-site one week prior to UC arriving at Fort Bliss and for the duration UC are sheltered on the base.

4.2. SAFETY: DHHS —personnel and contractors must comply with applicable laws on occupational safety and health, the handling and storage of hazardous materials and the proper handling and disposal of solid and hazardous wastes and hazardous substances generated by its activities. Nothing in this MOA supersedes the requirements set forth in 10 U.S.C & 2692, Storage, treatment, and disposal of nondefense toxic and hazardous materials.

4.2.1. DHHS will: provide 24/7 security personnel. The security personnel shall patrol and monitor the facility, respond to disturbances and ensure the safety and security of UCs and staff. Security staff shall be posted at each building. Security staff shall be equipped with communication devices to respond to emergencies as needed. Security staff shall be licensed and bonded by the State in which they are working.

4.3. ANTI-TERRORISM/FORCE PROTECTION: Personnel and contractor employees are subject to daily Anti-terrorism/force protection (ATFP) measures and subsequent changes based on any increased threat condition (THREATCOM).

5. GENERAL PROVISIONS

5.1 POINTS OF CONTACT: The following POCs will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its POC upon reasonable notice to the other Party. For purposes of this provision, written notice via electronic mail shall be deemed reasonable notice.

5.1.1 FOR 1AD and FORT BLISS.

5.1.1.1. 1AD G8: LTC Angel Brito, ACofS DIV G8, bldg. 11168 SGM Blvd, Fort Bliss, TX 79916, (915) 744-2342, email: angel.m.brito.mil

5.1.1.2. RESOURCE MANAGEMENT OFFICE:BUDGET: Mr. Eddie Macias , Director, Resource Management Office, 1741 Marshall Rd, 2nd Flr, Rm 306, Fort Bliss, TX 79916, (915) 568-3718; Fax: 915-568-6840, email: eduardo.macias.civ@mail.mil..

5.1.1.3. Installation Business Officer POC: Veronica Gallego, Support Agreement Manager, Manpower and Agreements Division, 1741 Marshall Rd., Fort Bliss, TX 79916. Ph: (915) 568-5263. Email: veronica.gallego.civ@mail.mil or (580) 442-3560.

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5.1.2. Fort Bliss has issued the **Customer ID: HY** for all DPW Work/Service Orders. Please use this ID Code to identify the unit/operation requesting services.

5.1.3 For the DHHS.

5.1.3.1. For ORR management:

Bobbie Gregg
Deputy Director, Children's Services
Office of Refugee Resettlement
bobbie.gregg@acf.hhs.gov

5.1.3.2. For financial and billing issues:

Joann Simmons
Director, Budget
Office of Refugee Resettlement
joann.simmons@acf.hhs.gov

Lora Miller
Budget Analyst
Office of Refugee Resettlement
lora.miller@acf.hhs.gov

5.1.3.3 For general questions or matters rising under this MOA:

Toby Biswas
UC Policy Supervisor & HHS Deputy Liaison Officer to the DoD
Office of Refugee Resettlement
toby.biswas@acf.hhs.gov

5.2. **CORRESPONDENCE:** All correspondence to be sent and notices to be given pursuant to this MOA may be mailed to the following addresses.

5.2.1. To: Mail address.

U.S. Department of Health and Human Services, Administration for Children and Families
Office of Refugee Resettlement
350 C St. SW
Washington, DC 20416.

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5.3. SECURITY/LAW ENFORCEMENT: Dona Ana Base Camp and Fort Bliss is a federal installation with areas of both exclusive federal jurisdiction and proprietary state jurisdiction. The designated facility lies within exclusive federal jurisdiction. As such, federal government maintains jurisdiction of any law enforcement incident that occurs within the established perimeter of the DHHS operation at Dona Ana Base Camp.

5.4. REVIEW OF AGREEMENT: This MOA will be reviewed periodically for financial impacts.

5.5. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representative. Each Party shall provide sufficient advance notice in writing to the other Party prior to changing, reducing, or terminating this agreement and/or any aspect of support provided.

5.6. DISPUTES: Any disputes-relating to this MOA will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties in accordance with DoDI 4000.19.

5.7. TERMINATION OF AGREEMENT: This MOA may be terminated by any Party upon written notice to the other Parties. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

5.8. TRANSFERABILITY: This Agreement is not transferable except with the written consent of the Parties. This Agreement remains in full effect regardless of substitution of parties.

5.9. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA and its Attachments embodies the entire agreement between the Parties regarding the MOA's subject matter.

5.10. EFFECTIVE DATE: This MOA takes effect beginning on the first full day after all Parties have signed. It remains in effect until 31 December 2016, unless otherwise agreed by the parties. This MOA takes effect beginning on the first full day after all Parties have signed. It remains in effect for up to 120 days. Revocation at any time without notice is at the option and discretion of DoD or its duly authorized representative.

5.11. EXPIRATION DATE: This Agreement expires on/about 31 Dec 2016 unless otherwise agreed to by the Parties.

6. FINANCIAL DETAILS:

6.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. Any obligation of funds in support of this MOA will be accomplished using a Military Interdepartmental Purchase Request, DD Form 448 [or equivalent form if with another Federal agency]. The obligation of funds by the Parties is subject to the availability of appropriated funds pursuant to the DoD Financial Management Regulation.

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6.2. BILLING INSTRUCTIONS:

6.2.1. Funding will be accomplished by billing the customer for actual costs on a monthly basis. Billings for Supply Management Army Funded supplies will be accomplished by inter-fund transfers through Receiver's DODAAC. Fort Bliss will provide actual cost documentation as requested. Funding will be verified before services are rendered. Receiver will forward appropriate funding document as identified below.

6.2.1.1. Non-GFEBS Customers: Will forward appropriate funding document according to the timeline above, e.g., DD Form 448, Military Interdepartmental Purchase Request (MIPR) to: Headquarters, US Army Garrison, Installation Management Command, ATTN: IMWE-BLS-RMB, 1 Pershing Road, Fort Bliss, Texas 79916.

6.2.1.2. GFEBS Customers: Will be required to have a funded Work Breakdown Structure (WBS). Resource Management Office will create the WBS and customer's budget analyst will fund the WBS according to the timeline above.

6.2.1.3. All funding documents must include the last three digits of the Memorandum of Agreement number (#358), categories of support with reimbursable amount for each category, and the following statement printed on it: "These funds are available for services for a period not to exceed one year from the date of obligation and acceptance of this order. All un-obligated funds shall be returned to the ordering activity no later than completion of the order, or by mid-September, whichever is earlier.

6.3. Nothing in this agreement shall be construed to obligate the Receiver to expend or obligate funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341.

6.4. **PAYMENT OF BILLS:** The DHHS paying office will forward payments, along with a copy of billed invoices and this Agreement number to the Garrison Budget, SUBJECT; U.S. Army Support to DHHS for Temporary Living Facilities for Unaccompanied Children (UC) (Agreement Number MOA-W6CLAA-16208-358)

Office within 30 days of the date of invoice. Bills rendered will not be subject to audit in advance of payment.

7. **ATTORNEY REVIEW:** This MOA has been reviewed by the Office of the Staff Judge Advocate, Fort Bliss, Texas, and the DHHS, Office of the General Counsel, and determined to be legally sufficient.

25 Aug 16

Fort Bliss OSJA Date

May M. Dreyer

Attorney-Advisor (Contracts)
Office of the Staff Judge Advocate

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AGREED:

FOR 1st ARMORED DIVISION, FORT BLISS, TX:

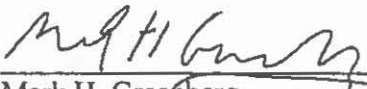


Robert P. White
Major General, U.S. Army
Commanding

AUG 26 2016

Date

FOR U.S. DEPARTMENT OF HEALTH and HUMAN SERVICES:



Mark H. Greenberg
Acting-Assistant Secretary for Children and Families
U.S. Department of Health and Human Services

AUG 24 2016

Date